RULE AGAINST PERPETUITIES — RULE AGAINST POSSIBILITY ON POSSIBILITY EXTENDED TO EQUITABLE ESTATES. — The result of a power of appointment, when read into the original settlement, was to give an equitable estate to an unborn person for life with a remainder to his unborn child. *Held*, that the appointment is invalid. *In re Nash*, 26 T. L. R. 57 (Eng. Ct. App., Nov. 2, 1909).

In affirming the decision of the Chancery Division, the court confines the doctrine of a possibility on a possibility to such a limitation as was here involved. For a discussion of the decision in the lower court, see 23 HARV. L. REV. 231.

RULE IN SHELLEY'S CASE — DISTINCTION BETWEEN DEEDS AND WILLS. — A testator devised land to A for life, remainder to the heirs of A. The will contained a provision that A should have no power to convey for a longer period than his life. *Held*, that the rule in Shelley's Case is inapplicable. *Westcott* v. *Meeker*, 122 N. W. 964 (Ia.).

In a previous case the Iowa court held that the rule in Shelley's Case was applicable to a conveyance by deed and declared that it constituted a part of the common law of the state. *Doyle* v. *Andis*, 127 Ia. 36. The principal case is clearly irreconcilable with this decision. Two questions arise in applying the rule in Shelley's Case: First, whether the donees in remainder are to take as purchasers or as heirs of the life tenant; secondly, whether the rule is applicable. See *Shapley* v. *Diehl*, 203 Pa. St. 566. It is true that the intention of the testator may give to words in a will a meaning which they could not have in a deed. *McIlhinny* v. *McIlhinny*, 137 Ind. 411. But an express declaration that the prior estate shall be only for life does not justify the construction that the remaindermen take as purchasers. *Roe* v. *Bedford*, 4 M. & S. 362. And once it is determined that the remaindermen are to take as the heirs of the life tenant, then the rule applies irrespective of the testator's intention. *Van Gruten* v. *Foxwell*, [1897] A. C. 658. See 11 HARV. L. REV. 418; 12 *ibid.* 64. And on this point there is no basis for a distinction between wills and deeds. *In re White & Hindle's Contract*, 7 Ch. D. 201.

SALVAGE — SERVICES RENDERED TO SHIP IN DRY DOCK. — The libellants extinguished a fire on a vessel in dry dock. *Held*, that they are entitled to salvage. *The Steamship Jefferson*, 215 U. S. 130.

This decision reverses that of the lower court discussed in 21 HARV. L. REV. 634.

STATES — EFFECT OF GRANT OF CONCURRENT JURISDICTION OVER BOUNDARY RIVERS. — A federal court sitting within the State of Washington issued a restraining order against an unlawful obstruction on the Columbia River. A decision of the United States Supreme Court thereafter determined that this obstruction was in Oregon. The defendant then moved that the suit be dismissed for want of jurisdiction. *Held*, that the motion to dismiss should be denied. *Columbia River Packers' Association* v. *M'Gowan*, 172 Fed. 991 (Circ. Ct., W. D. Wash.).

For a discussion of the principles involved, see 22 HARV. L REV. 599.

VOLUNTARY ASSOCIATIONS — AUTHORITY OF EXECUTIVE COMMITTEE TO BORROW MONEY. — The National Executive Committee of the Socialist Labor Party, an unincorporated voluntary association, borrowed money of the plaintiff, and its action was subsequently approved by the national convention of the party. Suit was brought against the defendant, as treasurer of the association. *Held*, that the plaintiff cannot recover. *Siff* v. *Forbes*, 42 N. Y. L. J. 1005 (N. Y. App. Div., Nov. 1909).

Section 1919 of the New York Code of Civil Procedure allows suit against the president or treasurer of an association only when all the members are jointly or severally liable. It therefore merely simplifies the remedy and does not increase

the plaintiff's right. *McCabe* v. *Goodfellow*, 133 N. Y. 89. Had the association been for purposes of business or profit, the members would have been liable as partners. *McKenney* v. *Bowie*, 94 Me. 397. But associations for social or political purposes are not partnerships. *Lewis* v. *Tilton*, 64 Ia. 220; *Flemyng* v. *Hector*, 2 M. & W. 172. The liability of the members, therefore, depends on the laws of agency. *Ash* v. *Guie*, 97 Pa. St. 493. It is an established rule of law that an agent of a non-commercial business has not implied authority to borrow money. *Temple* v. *Pomroy*, 70 Mass. 128. It follows, naturally, that an agent of a voluntary association for other than business purposes has not such an implied authority. *McCabe* v. *Goodfellow*, *supra*. The national convention for the same reason had not authority to borrow. Therefore it had not authority to ratify. *Crum's Appeal*, 66 Pa. St. 474. Furthermore, since the members had no opportunity to repudiate the committee's action, their subsequent silence was not such an acquiescence as amounts to a ratification. See *Rudolph* v. *Southern Beneficial League*, 23 Abb. N. C. (N. Y.) 199, 208.

WATERS AND WATERCOURSES — NATURAL LAKES AND PONDS — DIVISION OF LAKE-BED AMONG ABUTTING OWNERS. — A and B owned adjoining pieces of land abutting on a lake. *Held*, that each owns the land under water in front of his premises to the "thread of the lake," which, where there is no outlet or inlet, passes through the centre of the lake along its longest diameter. *Calkins* v. *Hart*, 118 N. Y. Supp. 1049 (Sup. Ct.).

No rule, universally applicable, for the division of the beds of lakes has ever been devised. One suggestion is that lines should be drawn from the geographical centre of the lake to the outer boundaries of the lands of abutting owners. *Scheifert* v. *Briegel*, 90 Minn. 125. But this method fails when applied to a lake of irregular shape. The principal case adopts the rule which is applied to non-navigable rivers, saying that deep bays should be treated in the same way as tributary streams. See 17 HARV. L. REV. 410. By this rule, if the lake happened to be nearly square, the owners on the short sides would get little or nothing. Owing to the fact that the shifting thread of a river remains the boundary between the opposite owners, any division of its bed can be only temporary. *Welles* v. *Bailey*, 55 Conn. 292. But there seems to be no reason why a lake-bed cannot be permanently divided and the lake still be retained as a boundary. The principle should be to give each abutting owner a share proportionate to the length of his shore line. See *Deerfield* v. *Arms*, 17 Pick. (Mass.) 41. But probably something in the nature of a partition proceeding would be necessary in each individual case. See *Jones* v. *Lee*, 77 Mich. 35.

WILLS — CONSTRUCTION — RULE IN WILD'S CASE. — A will left leasehold and real estate to the testator's wife for life and then to his three children, in certain shares, "and to the child or children of the three said children," with further provision for the contingency of any of the three children dying without issue. The first grandchild was born after the testator's death. *Held*, that the rule in Wild's Case does not apply, and that the share of each child is subject on his death to an executory limitation over to his children. *Re Jones; Lewis* v. *Lewis*, 128 L. T. 56 (Eng. Ch. D., Nov. 11, 1909).

In wills, the word "children" is ordinarily one of purchase. But by the rule in Wild's Case, a devise to A and his children, when A has no children, gives A an estate tail. *Clifford* v. *Koe*, 5 App. Cas. 447; *Parkman* v. *Bowdoin*, 1 Sumn. (U. S.) 359. For this construction, the date when there must be no children is that of making the will, not of the testator's death. *Seale* v. *Barter*, 2 B. & P. 485. But see 2 JARMAN, WILLS, 1242. The original object of the rule was to give effect to the evident intention of the testator to provide for unborn children, who, if not in being at the time of distribution, would otherwise be barred. See *Wild's Case*, 6 Coke 17. The formula has been followed, however, even where a statute makes all estates tail estates in fee simple. *Silliman* v. *Whitaker*, 119